IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.1807 OF 2005

Thomas Cook (I) Ltd. ....Plaintiff
V/s.
Krithana Kripash ....Defendant

Mr.Hitesh Jain with Mr.Kunal Damle i/b Udwadia & Udeshi for the Plaintiff.
None for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 30TH NOVEMBER, 2005.

P.C. :

1. The suit is filed to recover the amounts based on a written agreement dated 14th September, 2004. No written statement has been filed. No leave to defend was sought. The Defendant is absent.

2. Under clause 5 of the agreement dated 14th September, 2004, the Defendant irrevocably and unconditionally agreed and undertook that in the event of breach of her obligations thereunder, she shall pay on demand to the Plaintiff a sum of Rs.50,000/-. The Defendant further agreed that the decision of the Plaintiff as to the occurrence of such an event or breach of obligation shall be final and conclusive and binding on her. The Plaintiff has averred that the

Defendant committed a breach by not accepting the employment after completion of her training though she was offered, by the Plaintiff, for the same.

5. There is nothing on record that militates against the Plaintiff’s claim in suit. The averments contained in the plaint are accepted as correct. There is no defence to the suit.

6. In the circumstances, the suit is decreed as prayed with costs. However interest after the date of the suit shall be at the rate of 12%p.a. on the principal sum of Rs.50,000/-.

. Refund as per rules.